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PROFESSIONAL AGREEMENT

BETWEEN THE

MARATHON TEACHERS ASSOCIATION

AND THE

CHIEF SCHOOL OFFICER OF THE

**MARATHON CENTRAL SCHOOL DISTRICT
MARATHON, NEW YORK**

Contract Extension

July 1, 2004 - June 30, 2006

RECEIVED

OCT 25 2004

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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ARTICLE I - PREAMBLE

The BOARD OF EDUCATION of the Marathon Central School District (hereinafter called the Board) and the MARATHON TEACHERS ASSOCIATION (hereinafter called the Association) recognize that the highest quality of education consistent with community, state, and national resources is a common responsibility. The Board and the Association firmly believe that the primary function of the Board and its professional staff is to assure each boy and girl attending the Marathon Central School the highest level of educational opportunity obtainable.

BOTH PARTIES recognize that teaching is a profession. The Board herewith acknowledges and declares its cooperative intention with respect to the teachers' just aspirations for self-fulfillment and advancement in their profession, as well as their right to productive and pleasant working conditions and remuneration commensurate with the importance of the educational tasks they perform.

BOTH PARTIES recognize that the best interests of education in the Marathon Central School system will be served by establishing procedures to provide an orderly method for the Board and the Association to negotiate matters of mutual concern and to seek a mutually satisfactory agreement on these matters. To this end, free and open exchange of views is desirable and necessary, with both parties participating in deliberations through their representatives. Therefore, the Board and the Association hereby adopt the following Agreement:

ARTICLE II - RECOGNITION

Section 1 -

The Marathon Board of Education pursuant to Article 14 of the New York State Civil Service Law by virtue of satisfactory evidence submitted by the Marathon Teachers Association that it represents a majority of the professional employees in the following defined bargaining unit, recognizes the Marathon Teachers Association as the negotiating agent for all professionally certified personnel including teaching assistants except the Superintendent of Schools, Building Principal(s), any person who evaluates another pursuant to a job description as adopted by the Board, and/or any other supervising employee(s) requiring administrative or supervisory certification by the New York State Education Department. Also excluded are all per diem substitute teachers, summer school teachers, BOCES itinerant teachers, adult education teachers, and teacher aides.

Section 2 -

Either party may act to modify this recognition in accordance with the law.

ARTICLE III - GRIEVANCE PROCEDURE

Section 1 - Purpose

- 1.1 WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its teachers and teaching assistants is essential to the operation of the schools, the following procedure will be followed:

Section 2 - Definition

- 2.1 Grievance shall mean any claimed violation, misinterpretation or inequitable application of any existing laws, rules, regulations, or policies which relate to or involve the teacher in the exercises of the duties assigned to him/her.
- a. A class A Grievance is a complaint by a teacher or teaching assistant or group of teachers or teaching assistants of an alleged violation of any of the terms and conditions of this Agreement or of its accompanying memoranda.
 - b. A Class B Grievance is a claim by any teacher or group of teachers based upon any event or condition affecting their welfare and/or terms and conditions of employment, including, but not limited to, any claimed violation, misinterpretation, misapplication or inequitable application of law, rules or regulations having the force of law, policies, rules, bylaws, regulations, directions, orders, work rules, procedures, practices or customs of the Board of Education and the Administration.
- 2.2 The Aggrieved Party shall mean any person or group of persons in the negotiating unit filing a grievance according to 2.1 a. or 2.1 b. above.
- 2.3 The Chief School Officer is the Superintendent of Schools.
- 2.4 The term Supervisor shall mean any Department Chairperson, Principal, Assistant Principal, immediate supervisor, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the Chief School Officer.
- 2.5 Association shall mean Marathon Teachers Association.
- 2.6 Grievance Committee is the committee created and constituted by the Marathon Teachers Association.
- 2.7 Days shall mean school days as designated on the current school calendar.

Article III - Grievance Procedure (Continued)

Section 3 - Procedure

If the aggrieved cannot resolve a grievance in conversation with his/her immediate supervisor, he/she should do the following:

- 3.1 The Association shall have the right of representation at all stages and access to the grievance record at the request of the aggrieved party or parties.
- 3.2 No item shall be considered the subject of a grievance unless presented within twenty-five (25) days of the knowledge of its last occurrence.

Stage One

- 3.3 The employee and/or his/her representative shall orally present his/her grievance to his/her immediate supervisor.
- 3.4 Thereafter, if the grievance is not settled within five (5) days, the aggrieved will, within five (5) days, make a formal complaint in writing to his/her immediate supervisor. Within five (5) days, the immediate supervisor shall provide a written answer to the employee.

Stage Two

- 3.5 If satisfaction is not received, within five (5) days employee shall submit his/her grievance to the Superintendent of Schools. Within five (5) days, the Superintendent of Schools shall render a decision in writing to the aggrieved.

Stage Three

- 3.6 If satisfaction is not forthcoming to the aggrieved with respect to a Class A grievance, he/she may within ten (10) days, submit his/her grievance to the Board of Education. Within ten (10) days, the Board shall render a decision in writing to the aggrieved.

Section 4 - Arbitration

- 4.1 After the decision at Stage 2 by the Superintendent of Schools with respect to a Class B grievance, if the teacher and/or the Association are not satisfied with the decision, and the Association determines the grievance as meritorious and that appealing it is in the best interests of the school system, it may submit the grievance to advisory arbitration by written notice to the Board of Education within fifteen (15) school days of the decision at Stage 2.

Article III - Grievance Procedure (Continued)

- 4.2 After such hearing with respect to Class A grievances, if the teacher and/or the Association are not satisfied with the decision at Stage 3, and the Association determines that the grievance is meritorious and that appealing it is in the best interests of the school system, it may submit the grievance to arbitration by written notice to the Board of Education within fifteen (15) school days of the decision at Stage 3.
- 4.3 Within five (5) school days after such written notice of submission to arbitration, the Board of Education and the Association will agree upon a mutually acceptable arbitrator competent in the area of grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- 4.4 The selected arbitrator will hear the matter promptly and will issue his/her decision not later than fourteen (14) calendar days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her.
- 4.5 The arbitrator's decision will be in writing and will set forth his/her findings, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall have no power to alter, add to or detract from the provisions of this Agreement.

Furthermore, the arbitrator shall have no power to substitute his/her judgment for that of the Superintendent of Schools or of the Board on any matter calling for the exercise of discretionary judgment by the Superintendent of Schools or the Board.
- 4.6 The costs for the services of the arbitrator will be borne equally by the Board and the Association.
- 4.7 The decision of the arbitrator shall be advisory for Class B grievances. The Board shall make the final determination with respect to Class B grievances.

ARTICLE IV - TEACHING HOURS

Section 1

With our present orientation to an "eight (8) period day", high school teachers shall be assigned to five (5) teaching periods, two (2) preparation periods and one (1) homeroom or study hall period. A preparation period shall be defined as one (1) period with no supervisory responsibilities. Where this is not feasible due to insufficient sections of particular subjects to warrant part-time employment of a teacher, or where it is not possible to get a teacher qualified to instruct a given section, additional assignments beyond the five (5) periods per day will be made to teachers on the basis of teacher-pupil load, number of different preparations, or any equitable criteria satisfactory to both the teacher and the administrator.

- 1.1 The work period for teaching assistants shall be seven and one-half (7 ½) hours per day and their assignments and duties will be determined by the building principal.

Section 2 - Preparation Time

- 2.1 All teachers and teaching assistants shall be entitled to an uninterrupted, duty free period of not less than thirty (30) minutes between 10:45 a.m. and 1:30 p.m.
- 2.2 Elementary School Preparation Time (Pilot Agreement)
 - a. Kindergarten (reflection of present practice) twenty (20) minutes p.m. for preparation.
 - b. Grades 1-6: One-half (1/2) of the teachers will be given a duty free lunch period each day equitably applied in addition to Article IV, 2.1 (duty free period).
 - c. Grades K-6: A minimum of two hundred twenty-five (225) minutes per week preparation time will be allocated for each teacher in addition to aforementioned preparation time indicated in 2.2(a) and 2.2(b) above.
 - d. The parties agree that grade level and/or subject area team meetings may be held during the regular school day. To the extent possible, these meetings will be scheduled no more than one (1) per month. Building administration will be present at these meetings and will tailor the agenda to last no longer than one (1) preparation period. Notice of these meetings will be given at least on the preceding Friday. Attendance is mandatory.
- 2.3 The school day shall not exceed seven and one-quarter (7 ¼) consecutive hours in length. This shall not include those teachers who wish to supervise students in after school activities.
- 2.4 No appointment with parents involving a teacher shall be scheduled without prior notification of the teacher.

Article IV - Teaching Hours (Continued)

- 2.5 Salary increases and Extra-Pay Schedules are attached hereto and made part of this Agreement.
- 2.6 For "away" basketball games, the Board agrees to employ two (2) chaperones (one (1) man and one (1) woman) for each bus. The Association agrees to provide chaperones for away basketball games from the instructional staff. The Board further agrees that teachers are not to be assigned to chaperone home basketball games on a regular basis. Chaperones for home games are to be secured from outside sources with these persons under the direct supervision of the athletic director and/or the administration. It is also the responsibility of the administration to secure ticket takers.
- 2.7 Teachers and teaching assistants shall be paid the following rates for chaperoning: twenty-five dollars (\$25) per event at Marathon and thirty dollars (\$30) per event away from Marathon.
- 2.8 Necessary meetings of the teaching staff will be called by the Administration for such purposes as are deemed important, either as a total group or in smaller segments and as far as feasible, these meetings will be held after 3:00 p.m. on Mondays and notice of same will be given at least on the preceding Friday. The first (1st) Monday of each month will be reserved for Association meetings. In order to promote communication between the faculty and Administration, topics may be submitted by the Marathon Teachers Association.
- 2.9 The school year shall be defined as the Student Attendance Calendar plus one (1) orientation day immediately prior to the first (1st) day of student attendance, two (2) Superintendent's Conference Days, and one (1) professional staff day.

Should student attendance days exceed one hundred eighty (180) days, i. e., the minimum required by regulations, the elementary students will be excused from attendance beginning with the last day of the school year.

Example: Should projected attendance reach one hundred eighty-three (183) days by the close of school on Friday, the third (3rd) week in June, elementary students will be excused Wednesday, Thursday, and Friday of the third (3rd) week in June. NOTE: Pupils in Grades 7-12 will not be in attendance as they are excused during the final week for Regents examinations.

- 2.10 There shall be two (2) Superintendent's Conference Days scheduled for each school year. One (1) of these Conference Days will be held in conjunction with county/area school districts and occur in the Fall; the second (2nd) Conference Day will be scheduled at the end of the first (1st) semester. The Association will have input into each day's program through consultation with the building principals. This consultation should occur prior to April 15 for the Fall Conference Day, and prior to one (1) month before the midyear Conference Day. In the event that consensus for a program is not reached, the Superintendent shall resolve any differences.

Article IV - Teaching Hours (Continued)

2.11 Professional Staff Development Day

The Association will have input into the content of the professional staff development day for teachers and teaching assistants through consultation with the building principals. This consultation should occur prior to April 15 of the year prior to the year in which the Professional Staff Development day is to be scheduled. In the event that consensus for a program is not reached, the Superintendent shall resolve any differences.

Professional Staff Development Day may be scheduled during the District's fiscal year and the parties shall strive to find a time and/or date(s) which are suitable for the majority of the personnel affected by the professional staff development activities.

- 2.12 The President of the Association or his/her authorized designee may submit to the Superintendent recommendations for the school calendar on or before November 15 of each school year. NOTE: The Superintendent is free to poll the staff.

2.13 Secondary Planning Meetings (Pilot Agreement)

The parties agree that grade level and/or subject area team meetings may be held during the regular school day. To the extent possible, these meetings will be scheduled no more than one (1) per month. Building administration will be present at these meetings and will tailor the agenda to last no longer than one (1) preparation period. Notice of these meetings will be given at least on the preceding Friday. Attendance is voluntary. Sections 2.2(a), 2.2(c), 2.2(d), and 2.13 (Pilot Agreement) shall sunset on June 30, 2005 notwithstanding the provisions of the New York State Civil Service Law.

The District and the Association shall form a committee to explore the success of this pilot agreement. The committee shall be comprised of three (3) Association appointees and three (3) District appointees. The committee shall begin meeting by April 1, 2005 and report back by May 1, 2005 or at any point the committee may meet upon mutual consent of the parties. If the District and the Association can not come to an agreement through the committee process, the original language of the collective bargaining agreement (July 1, 2002 – June 30, 2004) shall govern the issue of preparation/planning time and no inference shall be made with regard to the existence of the pilot agreement in any action, administrative proceeding or claim.

ARTICLE V - INSURANCE

Section 1 - Health Insurance

- 1.1 The District agrees to provide a schedule of health insurance benefits at least equivalent to the New York State Employees Health Insurance plans.
- 1.2 For the 1998-1999, 1999-2000, 2001-2002, 2002-2003, 2003-2004, 2004-2005 and 2005-2006 school years, participating teachers shall pay nine percent (9%) of the total premium if individual coverage is elected or twelve percent (12%) of the total premium if family coverage is elected. In as much as possible, the employee contribution will be deducted from paychecks in equal installments. In addition, the District shall provide a prescription drug plan that includes a two dollar (\$2) co-pay for generic drugs and a six dollar (\$6) co-pay for non-generic drugs.
- 1.3 Teaching Assistants shall continue with their rate of contribution in effect as of September 1, 2001 through June 30, 2006. For the 1998-1999, 1999-2000, 2001-2002, 2002-2003, 2003-2004, 2004-2005 and 2005-2006 school years, participating teacher assistants shall pay two percent (2%) of the total premium if individual coverage is elected or four percent (4%) of the total premium if family coverage is elected. In as much as possible, the employee contribution will be deducted from paychecks in equal installments. In addition, the District shall provide a prescription drug plan that includes a two dollar (\$2) co-pay for generic drugs and a six dollar (\$6) co-pay for non-generic drugs.

Section 2 - Dental Insurance

The District agrees to provide a dental program whose schedule of benefits is at least equivalent to the Blue Shield Dental Health Basic Schedule A and Supplemental Basic Schedule A. Participating teachers and teaching assistants shall pay one dollar (\$1) per month for individual coverage and ten dollars (\$10) per month for family coverage.

Section 3 - Flexible Spending Account

The District will allow the teachers and teaching assistants to participate in a flexible spending account to the maximum extent permissible by law.

Section 4 - Additional Insurance Options

Members of the Association will have the opportunity to purchase additional insurance options at no cost to the District. These options will be available if the Association can meet the insurance company's requirements. Final information must be provided to the District by the end of October each year to ensure Flex benefit deduction for coverage starting January 1. Participants must remain enrolled in the plan for a complete calendar year (January 1 through December 31).

ARTICLE VI - CONFERENCES AND RESPONSIBILITIES

Section 1

Teachers and teaching assistants should cooperate in developing wholesome, positive parent-teacher efforts and should assume some responsibility for the success, or failure, of ventures initiated to bring teachers, teaching assistants and parents together for greater enlightenment and understanding.

Section 2

The Board and teachers and teaching assistants agree that the employees of the school have a commitment to the residents of the District to protect within reason and where possible, items procured with public funds. Furthermore, it is the responsibility of the teacher and the teaching assistant to supervise his/her class in such a manner so as to prevent or deter breakage, theft, defacing, etc., of school property.

Section 3

The Board and the Association agree that "parent-teacher communication" is necessary to the educational process. To aid this end the following procedure is established:

3.1 Open House for parents of students in the elementary school (K-6) shall be held within the first six (6) weeks of school and again in the Spring from 7 p.m. to 9 p.m.

a. Kindergarten Classes

The equivalent of one (1) parent-teacher conference day will be scheduled, during the first portion of November. Kindergarten teachers will be released from teaching duties for the purpose of holding these conferences. A personal or form letter will be written for distribution to parents advising a conference is in order and establishing a procedure for scheduling. Kindergarten staff may flex work hours for scheduled parental meetings between 12:00 and 8:00 p. m. subject to the approval of the building administration.

b. One (1) week prior to the day(s) designated for conferences, each teacher will submit to the building principal a listing of conferences scheduled including the meeting time.

3.2 High School

Teachers of students 7 through 12 will hold "Open House" from 7:00 p.m. to 9:00 p.m., twice per year as determined by the Building Principal after consultation with the appropriate Association Representative.

Article VI - Conferences And Responsibilities (Continued)

- 3.3 A record of parent turnout will be maintained by the Administration for each Conference Day. The value of these days will be mutually assessed by the Marathon Teachers Association and the Administration at meetings to be held within one (1) week of each conference.
- 3.4 Those teachers participating in the Summer screening for incoming Kindergarten students shall be compensated at the rate of 1/200 of the previous year's total salary for each day of screening.

Section 4

The Association and the Administration will establish a Committee to formulate and/or review policy regarding student discipline. The recommendations are to be reduced to writing and forwarded to the Board for the establishment of specific school policy.

ARTICLE VII - TENURE RIGHTS OF TEACHERS

Section 1

In the event that a reduction in teaching personnel becomes necessary, the District will act in accordance with the Education Law.

Section 2

Any teacher or teaching assistant who will not be recommended for tenure will be notified of said decision as soon as possible but not later than April 1.

ARTICLE VIII - GENERAL CONDITIONS

Section 1

No regular teacher may be used as a substitute except in cases of emergency.

Section 2

- 2.1 The Board agrees that an optimal classroom pupil load is twenty-seven (27) elementary youngsters. When the total elementary grade level warrants and physical facilities permit, additional instructional staff will be added to maintain this figure.
- 2.2 No elementary student will be dropped from, added to, or shifted in classroom assignment, after the second week of a semester, without prior consultation involving classroom and special area teachers.

Article VIII - General Conditions (Continued)

Section 3 - Discipline

- 3.1 Supervision of corridors is a necessary part of school operation and will be described in full in the annual handbook for staff. Consideration will be given to differentiation of duties between homeroom teachers and those who do not have homeroom assignment. Teachers will not be assigned to proctor separate areas simultaneously.
- 3.2 In the event that the presence of any pupil(s) becomes unduly disruptive to the conduct of instruction or threatening the welfare and/or safety of the unit member and/or pupils, in the classroom or on school property, the teacher or teaching assistant is hereby authorized to remove forthwith such pupil(s) from the class or place of misconduct, until such time as the objectionable behavior has been eliminated in a manner which, in the judgment of the teacher or teaching assistant and principal directly involved, best serves the interest of the Marathon School System and the child.
- 3.3 Teachers encountering emotionally disturbed pupil(s) presenting severe disciplinary problems impeding educational progress of the student or of the class shall be given early support in the form of psychological and social casework assistance.
- 3.4 Any complaint against a teacher or teaching assistant shall be promptly referred to the individual involved by the respective principal (i.e., elementary or secondary) and a conference will be arranged between the complainant and the teacher or teaching assistant whenever feasible and if deemed necessary by the teacher, teaching assistant, or the principal. If, after the conference, the matter is unresolved then the individual shall be advised in writing of his/her right to be represented by the Association in connection with this matter and all subsequent meetings will be mutually agreed upon with all parties involved.

Section 4

Teachers and Teaching Assistants will be expected to prepare and maintain appropriate daily and/or weekly lesson plans available to supervisory staff upon request.

Section 5

Teachers and Teaching Assistants will exert reasonable effort to obtain and maintain current and up-to-date knowledge in their field and in the changing world of the future.

- 5.1 The Board accepts the importance of in-service training.
- 5.2 The Board makes budgetary allowance for conferences and other forms of area, regional, and national attendance.
- 5.3 The Board agrees to the concept of sabbatical leave for teachers only as outlined in this Agreement.

Article VIII - General Conditions (Continued)

- 5.4 Teachers agree to implement the implications of this item and to participate in activities designed to refresh or introduce new ideas, techniques, and methods. The teachers further agree that they will participate in appropriate study at the college graduate or under-graduate level, through in-service training or in other tangible programs as travel during each five (5) year period of employment at Marathon Central School (this item to commence September 1, 1970, with the first five (5) year period to conclude September 1, 1975).

Section 6

The probationary period for employees covered by this Agreement shall not be for more than three (3) years or that which is provided for by law.

Section 7 - Teacher Evaluation

7.1 Purpose

- a. To promote a competent, highly qualified staff.
- b. To be aware of strengths and weaknesses.

7.2 Procedure

- a. Non tenure teachers shall be evaluated no less than four (4) times a year.
- b. Tenure teachers shall be evaluated two (2) times a year.
- c. The time should include a complete lesson or an observation of not less than one-half (1/2) hour in length.
- d. The teacher should receive a copy of the evaluator's comments from the supervisor by the end of the next teacher workday.
- e. Teachers will be given the opportunity to see and to affix their signatures to the appraisal of the observation materials that are filed in their personnel folders. The signature indicates acknowledgement of the appraisal and not necessarily agreement. The teacher will also be given an opportunity at that time to add comments and responses to the appraisal.
- f. Requests for additional observations within reason but not exceeding four (4) additional requests shall be honored.
- g. A conference shall be held at the earliest possible time that is mutually convenient.

Article VIII - General Conditions (Continued)

- h. It shall be the responsibility of the teacher to convey any relevant information that would aid the evaluator in his/her understanding of the nature of the lesson observed. Should the teacher desire, this information will be reduced to writing and included in all areas where the evaluation reports rest.
- i. In addition to observations, the administrator will refer to a check list, one prepared by the elementary teachers and another list prepared by the high school teachers, and will discuss these items in conference to evaluate growth and progress from year to year.
- j. Upon request, teachers may review the contents of their personnel files in the presence of a person designated by the Superintendent of Schools. Teachers shall be provided a copy of any material which has been placed in their personnel file within a reasonable period of time. NOTE: Teachers shall not have access to confidential materials such as references wherein inspection knowledge has been waived.
- k. Teachers shall have the right to insert written explanations or responses to materials in their personnel file with a copy forwarded to the Superintendent of Schools.
- l. All Teaching Assistants shall be evaluated on an annual basis as per past practice.

Section 8 - Responsibility to Teachers and Teaching Assistants

- 8.1 The observations will be used as an instrument for growth and improvement.
- 8.2 The teacher and teaching assistant may seek and receive supervisory assistance when needed.

Section 9

The Board and the Association agree to establish a joint committee appointed by the Chief School Administrator and the President of the Association to determine the calendar of activities for each ensuing school year. The Committee shall also have, in an advisory capacity, three (3) representatives of the student body to be selected by the High School Principal and the Student Council. The work of this Committee should be completed by October 1 of each school year.

Section 10

The Board agrees that continuous Association dues deduction for members of the Marathon Teachers Association be afforded the professional staff.

Article VIII - General Conditions (Continued)

Section 11

At the beginning of each school year each teacher or teaching assistant may elect to be paid in twenty-two (22) or twenty-six (26) paychecks. If twenty-six (26) paychecks are elected, there will be twenty-one (21) pays at 1/26 of the annual rate and one (1) pay at 5/26 of the annual rate. Accordingly, the District will deduct taxes from the final check at approximately the same rate at that deducted from the twenty-one (21) biweekly checks.

Section 12

Meetings shall be held between the Superintendent of Schools and the members of each Academic Department in Grades 7 through 12 to carefully consider and evaluate which course will be taught by each individual teacher for the following school year.

Written tentative teaching assignments will be provided upon request to the individual teacher prior to the submission of requisitions for the following year. Notification of changes will be made in writing as soon as possible.

Section 13

The Board agrees that Iowa Tests of Basic Skills (ITBS) administered in Grades 1 through 8, and Tests of Achievement and Proficiency (TAP) administered in Grades 9 and 10 will be scored and corrected by personnel other than regular staff members. The preparation of graphs for each child's permanent record and distribution to parents, remain the responsibility of the teachers.

Section 14

Procedure for review of individual pupils (Grades K-6) in need of special attention.

14.1 Committee

One (1) administrator, child's teacher, another involved teacher and school nurse. This Committee is not to be confused with the Committee for Special Education as provided for by Public Law 94-142.

14.2 Procedures

- a. Upon receipt of a formal request by a child's teacher to the Elementary Principal, the Committee shall meet and take action as soon as possible.
- b. Committee shall compile all available information on child; anecdotal health, and school records for use by said Committee to help render the best possible recommendations for the child.

Article VIII - General Conditions (Continued)

- c. The child's parent(s) should be advised of recommendations by the Committee. The parent(s) should also have the opportunity to discuss problems and findings.
- d. This Committee must have power to present its recommendations to the School Board for immediate action.

Section 15

Notification to the Association of any teaching or administrative vacancies within the District shall be the responsibility of the Association. The Association President or his/her authorized designee shall contact the Superintendent on a regular basis to ascertain existing or anticipated vacancies.

Section 16

Teachers appointed after the implementation of the State mandated in-service requirements, as set forth by the Commissioner of Education, shall be required to work two (2) additional Superintendent's Days within the first full year of implementation. Anyone hired prior to the implementation of this requirement may attend these Superintendent's Days for in-service credit. In the first year, said days shall not commence sooner than ninety (90) days after the date of implementation.

ARTICLE IX – ASSIGNMENTS AND TRANSFERS

Section 1 – Assignment Notices

Building principals will notify returning teachers in writing of their anticipated teaching assignments for the upcoming year by June 15. Said notice will include the intended building(s), subject(s) and grade(s).

Section 2 – Notices of Applications for Vacancies

Notification of new positions and/or vacancies shall be posted no less than seven (7) calendar days prior to the application deadline. Notices will be posted on faculty bulletin boards and in the main offices in both school buildings as they occur and a copy of such notification shall be sent to the President of the Marathon Teachers' Association. Those staff members who desire to apply for such vacancy shall submit written notice of their interest in the specific position to the Superintendent within the time limit specified in the notice.

Section 3 – Requests for Transfer

- 3.1 Teachers or teaching assistants requesting an internal transfer shall file a written statement with the building principal, with a copy sent to the Superintendent of Schools. The request for transfer will be specific in nature as to the position desired.

Article IX – Assignments And Transfers (Continued)

- 3.2 The teacher or teaching assistant will be granted a conference with the building principal for the purpose of discussing the position requirements and for presenting his/her candidacy. After meeting with the building principal, the teacher or teaching assistant will be given two (2) business days in which to indicate, in writing his/her interest. Upon notice to the building principal, the teacher or teaching assistant may request an appointment with the Superintendent to discuss the transfer. The final decision of filling the vacancy will rest with the Superintendent of Schools.

Section 4 – Involuntary Transfers

- 4.1 It is recognized that some involuntary transfers of teachers or teaching assistants from one building to another or reassignment within a tenure area may be unavoidable. Notice of any such involuntary transfer shall be given to teachers or teaching assistants as soon as practical and under normal circumstances, not later than June 15.
- 4.2 An involuntary transfer or reassignment will be made only after a meeting between the teacher or teaching assistant involved, the building principal, a representative of the Association (if requested by the teacher or teaching assistant) and the Superintendent, at which time the teacher or teaching assistant will be informed of the reasons thereof.
- 4.3 In making transfer, the administration will consider:
- a. the best interests of the students;
 - b. The needs of the School District;
 - c. Prior service record;
 - d. The interests of the individual.

The final decision regarding all transfers will remain with the Superintendent of Schools.

ARTICLE X - DISTANCE LEARNING PROGRAM

Section 1

Should the District implement a Distance Learning Program:

- 1.1 The teaching of Distance Learning Program classes shall be voluntary.
- 1.2 Teachers so volunteering for the Distance Learning Programs will be trained prior to the start of the first class.

Article X - Distance Learning Program

- 1.3 Assignments to teach Distance Learning Program classes shall be made annually. Each Distance Learning Program course to be offered shall be posted to permit unit members to apply.
- 1.4 The Distance Learning Program is to enhance program offerings and shall not be used to reduce the size of the bargaining unit. However, the implementation of Distance Learning Programs is not considered a maintenance of staff provision nor covered by the maintenance of standard provision contained under Article XII of this Agreement.
- 1.5 Distance Learning Programs will not be used by the District to replace staff for core course curriculum as required by the State and necessary for graduation.
- 1.6 Evaluations of teachers teaching Distance Learning Program classes shall be in accordance with the Contract provisions of the District where the course originates.

ARTICLE XI - SUBSTITUTE TEACHERS

The Board agrees to hire substitute teachers for those teachers who instruct academic subjects; whenever possible for the teachers in special areas.

ARTICLE XII - MAINTENANCE OF STANDARDS

The terms and conditions of employment not otherwise covered by this Agreement and enjoyed by all members of the bargaining unit and in effect as of May 15, 1979, shall be maintained but after said date, the District may improve the total educational program as needs may dictate as determined by the Superintendent of Schools. This provision is not applicable to teaching assistants.

ARTICLE XIII- JUST CAUSE

Section 1

No Teacher will be officially reprimanded or dismissed without just cause.

Section 2

Commencing July 1, 1983, the following procedures shall apply with respect to the discipline of teachers or teaching assistants:

- 2.1 Notwithstanding any other provision of this Agreement or statute or decision to the contrary, a teacher or teaching assistant may be suspended from duty as a result of being served with charges pursuant to Section 3020a of the New York State Education Law. Such suspension shall be with pay for a period not to exceed one hundred twenty- five (125) calendar days. If the suspension continues beyond one hundred twenty- five (125) calendar days it may, in the sole discretion of the Board, be without pay.

Article XIII- Just Cause (Continued)

- 2.2 In the event a teacher or teaching assistant, suspended from duty as a result of charges brought pursuant to Section 3020a, wishes to challenge said charges, the individual shall have the option to either proceed to a hearing as provided in Section 3020a or to utilize the grievance and arbitration procedure set forth in Article III of this Agreement. Should the teacher or teaching assistant choose the grievance and arbitration procedure, the grievance may, by the mutual Agreement of the parties, be commenced in accordance with Section 4 - Arbitration. The teacher or teaching assistant shall, by written notice deliver to the Superintendent within ten (10) days after receipt of charges or the effective date of the suspension (whichever is later), indicate to the Superintendent which alternative course of action he/she has selected. Recourse to both alternatives shall be mutually exclusive and the tenured teacher's or teaching assistant's selection of one course of action shall constitute a waiver of any right, contractual or otherwise, to proceed under the other.
- 2.3 The option provided in Article XIII, Section 2.2 hereof shall be operative only when a tenured teacher or teaching assistant is suspended from duty because of charges brought under Section 3020a, and not in any instance when a suspension is not imposed. The one hundred twenty five (125) day limitation on paid suspension shall be effective whether the teacher or teaching assistant chooses to further proceed either under Section 3020a or under the grievance and arbitration procedure of Article III of this Agreement.
- 2.4 In the event that a tenured teacher or teaching assistant elects to proceed pursuant to the grievance and arbitration procedure in accordance with the option provided in Section 2.2 hereof, it is agreed that the standard to be applied by the arbitrator in such case is that no teacher or teaching assistant shall be disciplined or dismissed except for just cause.
- 2.5 In the event that a tenured teacher or teaching assistant is suspended from duty as a result of being served with charges pursuant to Section 3020a, the District and the Association agree to use their best efforts to achieve a speedy disposition of such charges and to take all reasonable steps to avoid unjustified delay in the resolution thereof.

ARTICLE XIV - LEAVE ALLOWANCE

Section 1 - Personal Sick Leave

- 1.1 Except as hereinafter noted, all regularly employed teachers and teaching assistants shall be entitled to approved sick leave absences of ten (10) working days per year without loss of salary. Unused sick days to be allowed to accumulate from year to year without limit. Substitute's pay will be deducted for approved absences beyond accumulated entitlement.

Per diem rate of pay at the rate of 1/200 of annual salary for ten (10) month personnel, 1/220 of annual salary for eleven (11) month personnel, or 1/240 of annual salary for twelve (12) month personnel will be deducted for absences not approved.

Article XIV - Leave Allowance (Continued)

Section 2 - Approved Absences-Deductible From Cumulative Total

2.1 Personal Illness - Temporary

At any time during an illness, and at the discretion of the Superintendent of Schools, a teacher or teaching assistant may be required to submit a doctor's certificate explaining the nature of the illness. Following an absence of ten (10) or more consecutive workdays or following a doctor's order disabling the employee from work, a bargaining unit member is required to submit a doctor's certificate prior to returning to work, verifying that the employee is able to return.

2.2 If a person terminates his/her service and has used more than the accumulated personal sick leave, adjustment will be made on the basis of one (1) day per month of employment, not to exceed ten (10) days.

2.3 In the event that proper legislation is enacted, the Board of Education agrees to contribute to the retirement fund in the name of a retiring unit member an amount not to exceed the regular retirement amount at the unit member's current salary were he/she to continue to teach for a number of days equal to that person's unused accumulated sick leave. This could afford the individual in question the opportunity for greater retirement benefits or early retirement.

Section 3 - Personal Leave

3.1 The Board provides an allowance of six (6) days per year, non-cumulative. These personal days may be used for family illness or death in the immediate family (brother, sister, father, mother, child, grandchild, grandparent, in-law, spouse, or person residing in the household), or legal matters, special ceremonies, education (personal, child), religious observation not covered in the school calendar, funerals or any other personal matter that cannot be performed apart from school hours. Requests for the use of these days must be directed to the Superintendent of Schools and his/her judgment is to prevail.

3.2 In the event that a teacher or teaching assistant exhausts his/her six (6) personal days, the individual will have additionally available to him/her their accumulated sick leave for family illness with the prior approval and at the sole discretion of the Superintendent of Schools.

3.3 One (1) of the six (6) days shall be designated as a "Section 3 Day". This personal day shall be granted upon notification to the Superintendent. Notification to the District shall simply be that the teacher or teaching assistant is taking a "Section 3 Day". Use of "Section 3 Day" shall be confined, however, to the purposes under paragraph one (1) of this Section.

3.4 All unused personal days shall be added to sick leave.

Article XIV - Leave Allowance (Continued)

Section 4 – Hardship Leaves

The Board reserves the right to grant an extension of personal leave allowance to a teacher or teaching assistant upon appeal by the individual to the Superintendent of Schools and with his/her recommendation to the Board. The individual requesting special consideration shall substantiate the request in writing. Generally, the length of service and the degree of former use of leave allowances will be a determining factor in the granting of such an extension by the Board.

Section 5 - Pregnancy Leaves

A leave of absence without pay shall be granted to a teacher or teaching assistant for the purpose of child bearing.

- 5.1 The teacher or teaching assistant who is pregnant shall be entitled, upon request, to such a leave to begin at any time between the commencement of her pregnancy and one (1) year after the child is born. A teacher or teaching assistant who is pregnant may continue in active employment as late into her pregnancy as she desires provided she is physically capable of properly performing her required duties. Upon request, the teacher or teaching assistant is to provide a statement from her physician that she is physically capable of continuing active employment. Failure to comply with this request within a two (2) week period will result in the immediate commencement of leave.
- 5.2 The teacher or teaching assistant who is pregnant and who has submitted a statement from her physician indicating that she is physically capable of carrying out her responsibilities will be granted sick leave for any illness. At the time that the physician states that the teacher or teaching assistant is unable to continue employment as a result of her pregnancy, leave shall commence.
- 5.3 Any member of the bargaining unit shall be entitled to an unpaid leave for the purpose of child rearing. No distinction is to be drawn among natural childbirth, adoption, or “de facto” custody of a relative. This leave will be automatically available upon request for a period of up to one (1) year. Requests for an additional year of unpaid leave may be granted upon petition to the Board of Education. Ideally, the teacher or teaching assistant should time his/her return to correspond with the beginning of a semester. If this is not possible, the return should correspond with the conclusion of a marking/grading period, but under no circumstances is the teacher or teaching assistant to return after May 1 of any given school year.
- 5.4 Upon the conclusion of any leave defined in the Section, the teacher or teaching assistant shall be immediately assigned to the same position formerly held or, if that position is no longer in existence, to a substantially equivalent position.

Article XIV - Leave Allowance (Continued)

Section 6 - Leave for Personal Health or Family Hardship

- 6.1 Any teacher or teaching assistant may request leave for personal health or family hardship to the Superintendent of Schools who will make the request known to the Board. The Board may permit a teacher or teaching assistant to take leaves not to exceed one (1) school year in length for rest, restoration of health, or the alleviation of hardship involving himself/herself or the immediate family. In considering such recommendation, the Superintendent of Schools and the Board shall take the following factors into account:
- a. Length of time the teacher or teaching assistant has served the Marathon School System.
 - b. Benefit which would result for the school system and the individual.
 - c. Expectation of the teacher or teaching assistants return to the Marathon system.

Section 7 - Leaves for Conference Attendance

- 7.1 The Board and the teachers alike respect the importance of professional involvement in educational conferences. Furthermore, the Board supports this through budgetary allotments. The Marathon Central School Conference Policy is:
- a. Teachers may be released for attendance at, and travel to and from conferences for a maximum period of four (4) days, of which three (3) days may be student attendance days and one (1) day is a non-student attendance day.
 - b. Teachers shall be reimbursed up to three hundred dollars (\$300) for approved and receipted conference expenses. This shall apply to each approved conference attended.
 - c. One (1) teacher from each subject area in the high school and one (1) from each grade level and special areas in the elementary school may attend a conference annually.
 - d. To ensure flexibility under this Section, three (3) teachers from a subject area in the high school or three (3) teachers from a grade level in the elementary school may attend one (1) conference day. This may only be done with the prior approval of the Superintendent. This option may be provided only in substitution for Section 7.1 a. immediately above. In any case, no more than one hundred dollars (\$100) will be reimbursed per each teacher or three hundred dollars (\$300) per grade level/subject area for approved and receipted expenses under this option.

Article XIV - Leave Allowance (Continued)

- e. Upon his/her return, the teacher agrees to submit a written or oral report on the conference he/she attended to the Board of Education and to their building principal. Failure to submit this report will result in the Board waiving the teacher's right to reimbursement. Furthermore, the teacher agrees to share materials and ideas gained through his/her conference experience with his/her colleagues wherever applicable.
- f. For the purpose of attendance at approved in-service workshops, whether for a single day or on-going, arrangements will be made by the building principal for release time necessary for travel to and attendance at the workshop.

7.2 No teacher shall be compelled by the District to attend any workshop or conference not scheduled on a school day. Teachers who do choose to attend such a workshop or conference, requested by the District, shall have all expenses reimbursed, in addition to any income lost as a result of attendance at the workshop or conference.

Section 8 - Sabbatical Leave of Absence

- 8.1
 - a. Beginning in the school year 1991-92, the District will establish a Professional Development Fund.
 - b. Fifty percent (50%) of the total fund will be appropriated for Personal Development and fifty percent (50%) will be appropriated for Staff Development.
 - c. Personal Development and Staff Development are described herein.

8.2 Personal Development

- a. Monies available in this area are intended for individual sabbaticals.
- b. To be eligible for sabbatical, a teacher must be permanently certified and have six (6) years teaching experience in the Marathon system. Summer sabbaticals will be limited to no more than six percent (6%) of the teaching staff personnel number annually and will be divided evenly between elementary and secondary personnel except in cases where insufficient applications are received from a given area. Those individuals who have been awarded a sabbatical will be afforded an opportunity to continue the leave for two (2) consecutive years. Upon completion of a two (2) year sabbatical, a teacher is ineligible to apply for another sabbatical until five (5) years from the end of the second sabbatical year have passed.
- c. Eligible staff seeking the sabbatical are to make their requests in writing directed to the Board of Education. Requests are to be made annually, and submitted no later than March 1.

Article XIV - Leave Allowance (Continued)

- d. Individuals seeking sabbatical should state its purpose, location and type (classes) of study, duration of study (if different from a straight six (6) credit hours for six (6) weeks), and how the sabbatical will benefit the Marathon Central School District and its students. Sabbaticals must be taken during the Summer vacation months of July and August.
- e. The Board of Education will review all requests and advise each individual of the action taken. Normally, the Board of Education will "table" initial requests for Summer sabbatical leaves until March, when it will then review all requests and make awards.
- f. Prior to enrolling in Summer classes, the recipient must receive approval of his/her intended program from the Superintendent. Requests for Superintendent approval must include the name of the institution, course titles, course numbers and level (normally, only graduate courses will be approved), the duration of study (dates), and credit hours to be earned.
- g. Given our current practice of biweekly pay days, individuals on sabbatical will receive three (3) paychecks. Prior to receiving any remuneration, recipients must present evidence that they have enrolled in the classes for which they had approval. Also, prior to receiving final payment, teachers are to submit evidence from the training institution that they have successfully completed all requirements for the courses taken. All paychecks will be written prior to the end of the current budget year.
- h. Monies not awarded for sabbaticals because of insufficient or unacceptable applications will be "rolled over" into the Staff Development Fund.

8.3 Staff Development (Teachers and Teaching Assistants)

- a. Monies available in this area are dedicated to a variety of professional development projects intended to provide the staff-at-large with needed services.
- b. Projects may include, but are in no way limited to:
 - * Training for staff
 - * Curriculum writing
 - * Staff visitations to other classes, schools, or programs
 - * Hiring of guest speakers and educational experts
 - * Presentation of workshops
 - * Purchase of staff development materials
 - * Reimbursement for staff expenses spent toward staff development programs

Article XIV - Leave Allowance (Continued)

- * Research relative to Marathon's program or students
 - * Other creative projects deemed appropriate and germane to the needs of the students, staff or overall program at Marathon Central School or its respective buildings
- c. Staff and administration are each obligated to propose Staff Development projects. This could be done at any formal meeting involving administration and staff. A proposal should be submitted to the respective building principal for each project. The proposal should include a description of the project, potential costs, and ideas for implementation.
- d. Each building principal shall then meet with a Committee of three (3) staff members to review the proposals, prioritize them, and submit them to the Superintendent.
- e. The Superintendent will select the proposals with the greatest potential benefit to the school and submit them, in turn, to the Board of Education for its review.
- f. All Staff Development projects are subject to approval by the Board of Education.
- g. Upon completion of a staff development project, staff members agree to submit a written synopsis to the building principal and staff development committee. Submission of said report and claims for reimbursement will be within thirty (30) days of project completion or no later than June 30, whichever comes first.
- h. The Administration will be responsible for project implementation and resolve logistical concerns.
- i. Should there be a balance in the Staff Development Fund at the end of a school year, that balance will be appropriated as follows:
1. Funds up to one hundred dollars (\$100) will be assumed by the District General Fund.
 2. Funds exceeding one hundred dollars (\$100) will be rolled over into the Staff Development Fund. However, in no case will the total "rollover" of the Personal and Staff Development monies exceed twenty percent (20%) of the Professional Development for that year.
 3. Any funds "rolled over" must be expended in the year immediately following.

Article XIV - Leave Allowance (Continued)

8.4 Professional Development Fund

- a. Monies for the Professional Development Fund will be determined yearly, in the following manner:

Contract Starting Salary	<i>multiplied by</i>	Full-time
Equivalent Teacher (FTEs)	<i>multiplied by</i>	One and one-half percent (1.5%)
	<i>Equals</i>	Professional Development Fund Total

- b. Monies generated will be appropriated during the existing school year for services during the school year immediately following; i.e., monies generated in the 1991-92 school year will be spent on services delivered in the 1992-93 school year. For the purposes of this clause, a school year is defined as commencing on July 1 and running until June 30 immediately after. Generation of these monies and, therefore, resultant implementation of this fund in the ensuing year, are subject to voter approval of the budget and budgetary constraints.

Section 9 - Association Leave

The Association shall have a total of four (4) days per year to be used for any of the following purposes: Lobbying, attendance at NEA or NEA/NY Assemblies or conferences, or seeking resolution to labor relations problems in the District. Said days may be taken in one-half (1/2) or whole day increments. The Superintendent will be notified. In addition, the Association may request release time not to exceed one (1) hour per instance for employee relations problem solving. Such hourly release time shall be subject to the discretion of the Superintendent.

Section 10

No member of the bargaining unit required to serve on a jury during the school year shall suffer a loss of compensation as a result of such jury duty. The District shall pay the difference between the individual's daily salary and compensation received for serving as a juror.

ARTICLE XV - PROTECTION OF TEACHERS

Based on New York State Education Law, Section 3023, 3028.

Section 1

This Section is added to remind both parties to this Agreement of the obligation impressed upon the School District by State Law. The material given here is not complete and the Law should be referred to if an occasion arises demanding action.

Section 2 - Assistance in Assault or Civil Cases

Article XV – Protection of Teachers (Continued)

- 2.1 Principals and teachers and teaching assistants shall be required to report promptly all cases of assault suffered by them and/or civil cases filed against him/her in connection with his/her School District employment to the Superintendent of Schools. The Superintendent of Schools shall acknowledge receipt of such report, preferably in writing.
- 2.2 The School Attorney shall be informed and in turn shall inform the teacher or teaching assistant of his/her rights under the Law in writing.

Section 3

The School Attorney shall notify the teacher or teaching assistant of his/her readiness to assist the teacher as follows:

- 3.1 By obtaining from the teacher or teaching assistant, the principal, and/or the police, relevant information concerning the incident.
- 3.2 By accompanying the teacher or teaching assistant in Court Appearance.
- 3.3 By acting in other appropriate ways as liaison between the teacher or teaching assistant, the police, and the Courts.

Section 4

The Board agrees to provide legal counsel to defend any teacher or teaching assistant in any action arising out of an assault on a teacher or teaching assistant or any reasonable disciplinary action taken against a student by a teacher or teaching assistant.

Section 5

The law does not require the Board to pay a teacher or teaching assistant's fine that might come as a result of a verdict.

Article XV – Protection of Teachers (Continued)

Section 6 - On-the-Job Injuries

- 6.1 The teacher or teaching assistant shall receive regular salary for the number of days necessary with respect to absence resulting from on-the-job injury measured from the date of the injury to one (1) full calendar year thereafter. The rate of salary to be paid will be the teacher's then current rate at the time of injury. No days shall be deducted from the teacher's accumulated sick leave for such injury. To qualify, the teacher or teaching assistant must notify the Superintendent of the nature of the on-the-job injury and the circumstances and description of the incident within twenty-four (24) hours of its occurrence, preferably in writing. The employee shall complete the necessary forms required by Workers' Compensation and/or Social Security. Any payments made by Workers' Compensation and/or Social Security to said teacher or teaching assistant shall be remitted to the District, except where the Workers' Compensation Board makes a permanent award due to a permanent physical loss or disability. This award shall be remitted to the employee.

Section 7 - Private and Personal Life

- 7.1 The private and personal life of a teacher or teaching assistant is of concern to the Board or to the Administration if it interferes with the teacher's responsibilities to and relationship with students and/or the school system or if it impairs his/her ability to fulfill his/her teaching duties.

ARTICLE XVI - MUTUALITY OF OBLIGATION

Section 1

It is understood and agreed that the Board and the Association will make every good faith effort to carry out the spirit, as well as the letter, of this Agreement, subject to law. Both parties further agree to take no action that will demean the process or be contrary to the laws of the State of New York pertaining to work stoppages or strikes by public employees during the period of this Agreement.

Section 2

The Board herewith amends its rules and regulations to the extent necessary to give effect to the provisions of this Agreement. The Association agrees to develop methods of operation which will protect the integrity of the teaching profession and the member of the local Association.

Section 3

The assumption of the mutuality of obligation assures the School District of an agreeable relationship between the Board and the teacher and teaching assistant of the Marathon Central School System.

ARTICLE XVII - THE PROFESSIONAL POSTURE OF THE ASSOCIATION

Section 1

This Agreement indicates that the Association subscribes to and will encourage its membership to accept the major responsibilities of a teacher. The Association will exert its influence in establishing a healthy climate for the educational enterprise in the Marathon Central School District. When called upon, its membership will contribute time, knowledge, and expertise to the Board and Superintendent of Schools in the development and implementation of School District policy.

ARTICLE XVIII- TAYLOR LAW REQUIREMENT

Section 1

"It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval."

ARTICLE XIX - SAVINGS CLAUSE

Section 1

If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application will continue in full force and effect.

ARTICLE XX - RETIREMENT INCENTIVE

Teachers planning to retire at the end of an academic year, defined as July 1 through June 30, will notify the Superintendent's office in writing by March 1 of the calendar year which precedes the June 30 effective date. The decision shall be irreversible after written notification has been acknowledged by the Superintendent's office. The age of retirement eligibility shall be set forth by the New York State Teachers Retirement System. The age of retirement will be determined as the age reached by the teacher during the academic year, July 1 through June 30.

Section 1

Teachers planning to retire at the end of an academic year, defined as July 1 through June 30, will notify the Superintendent's office in writing by March 1 of the calendar year which precedes the June 30 effective date.

Retirement Incentive Grant will be seven thousand dollars (\$7,000) for the first and second year of eligibility.

Article XX - Retirement Incentive (Continued)

In addition to the Retirement Incentive Grant, the District will pay for each unused sick day as provided in the schedule below:

<u>Accumulated Sick Days</u>	<u>Payment Per Day</u>
1 - 100	\$35.00
101-200	\$45.00
201 – beyond	\$50.00

Section 2

After a teacher has passed the second year of retirement eligibility pursuant to the New York State Teachers Retirement System, teachers shall be reimbursed at the following rates:

<u>Accumulated Sick Days</u>	<u>Payment Per Day</u>
1 - 100	\$35.00
101-200	\$45.00
201 – beyond	\$50.00

ARTICLE XXI - DURATION

The provisions of the Agreement shall be effective as of the date of July 1, 1998, and except wherein exceptions are noted, remain in effect and in full force until June 30, 2002. A previous contract extension extended the duration to June 30, 2004. The current contract extension shall extend the duration of this agreement until June 30, 2006.

For the Association



Debra A. Carlone, President
Marathon Teachers' Association



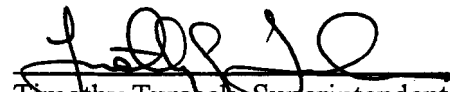
James Povero Vice President
Marathon Teachers' Association

10-13-04
Date

For the District



Larry Hayes, Superintendent (until 6/30/04)
Marathon Central School District



Timothy Turecek, Superintendent
Marathon Central School District

10-13-04
Date

BOARD OF EDUCATION

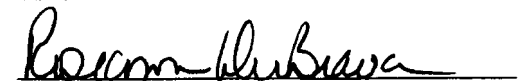
Central School District #1

Towns of Marathon, ET AL

Marathon, New York



John Tillotson, Board of Education
President



Roseann DuBrava, Board of Education
Vice President

10-13-04
Date

APPENDIX I - SALARY INCREASES

Section 1 Returning Teachers

- 1.1 a. For 1998-1999 each returning full-time equivalent (FTE) teacher's salary shall be increased by three percent (3%).
- b. For 1999-2000 each returning full-time equivalent (FTE) teacher's salary shall be increased by three percent (3%).
- c. For 2000-2001 each returning full-time equivalent (FTE) teacher's salary shall be increased by three and one half percent (3.5%).
- d. For 2001-2002 each returning full-time equivalent (FTE) teacher's salary shall be increased by three and one half percent (3.5%).
- e. For 2002-2003 Returning Teachers
 - e.1 The sum of the 2001-2002 salaries of all returning teachers will be multiplied by four and one-quarter percent (4.25%) This will yield the new monies to be distributed for increases.
 - e.2 Each returning teacher shall receive a salary equal to his/her salary increased by two and one-quarter percent (2.25%). The balance of the new money (see Section e.1 above) will be distributed equally among the returning FTEs. Therefore, two and one-quarter percent (2.25%) of the new money is distributed as a percentage and the remaining new money is distributed in equal dollar amount.
- f. For 2003-2004 Returning Teachers
 - f.1 The sum of 2002-2003 salaries of all returning teachers shall be multiplied by four and one-quarter percent (4.25%). This will yield the new money to be distributed for increases.
 - f.2 Each returning teacher shall receive a salary equal to his/her 2002-2003 salary increased by two and one-quarter percent (2.25%). The balance of the new money (see Section f.1 above) will be distributed in equal dollar amounts among the returning FTEs. Therefore, two and one-quarter percent (2.25%) of the new money is distributed as a percentage and the remaining new money is distributed in equal dollar amounts.
- g. For 2004-2005 Returning Teachers

The 2003-2004 salaries of all returning teachers shall be increased by 3.75%.

Appendix I - Salary Increases (Continued)

h. For 2005-2006 Returning Teachers

The 2004-2005 salaries of all returning teachers shall be increased by 3.75%.

- 1.2 Incentive Awards, if any, will be in addition to the amounts stated in 1.1 above.
- 1.3 For each year of this agreement, no returning teacher shall receive a salary that is less than one hundred fifty dollars (\$150) more than that paid a full-time beginning (first year) teacher.

Section 2 - Starting Salary

- 2.1 For the 1998-1999 school year, the minimum starting salary for a Bachelor's Degree shall be twenty-nine thousand five hundred dollars (\$29,500). In addition, and at the discretion of the Superintendent, an experience increment of three hundred dollars (\$300) may be awarded for each prior year of teaching.
- 2.2 For the 1999-2000 school year, the minimum starting salary for a Bachelor's Degree shall be thirty thousand dollars (\$30,000). In addition, and at the discretion of the Superintendent, an experience increment of three hundred dollars (\$300) may be awarded for each prior year of teaching.
- 2.3 For the 2000-2001 school year, the minimum starting salary for a Bachelor's Degree shall be thirty thousand five hundred (\$30,500). In addition, and at the discretion of the Superintendent, an experience increment of three hundred dollars (\$300) may be awarded for each prior year of teaching.
- 2.4 For the 2001-2002 school year, the minimum starting salary for a Bachelor's Degree shall be thirty one thousand dollars (\$31,000). In addition, and at the discretion of the Superintendent, an experience increment of three hundred dollars (\$300) may be awarded for each prior year of teaching.
- 2.5 For the 2002-2003 school year, the minimum starting salary for a Bachelor's Degree shall be thirty one thousand five hundred dollars (\$31,500). In addition, and at the discretion of the Superintendent, an experience increment of three hundred dollars (\$300) may be awarded for each prior year of teaching.
- 2.6 For the 2003-2004 school year, the minimum starting salary for a Bachelor's Degree shall be thirty two thousand dollars (\$32,000). In addition, and at the discretion of the Superintendent, an experience increment of three hundred dollars (\$300) may be awarded for each prior year of teaching.

Appendix I - Salary Increases (Continued)

- 2.7 For the 2004-2005 school year, the minimum starting salary for a Bachelor's Degree shall be thirty-two thousand five hundred dollars (\$32,500). In addition, and at the discretion of the Superintendent, an experience increment of three hundred dollars (\$300) may be awarded for each prior year of teaching.
- 2.8 For the 2005-2006 school year, the minimum starting salary for a Bachelor's Degree shall be thirty-three thousand dollars (\$33,000). In addition, and at the discretion of the Superintendent, an experience increment of three hundred dollars (\$300) may be awarded for each prior year of teaching.

Section 3 - Incentive Awards

- 3.1 a. Five hundred dollars (\$500) incentive award after three (3) years teaching at Marathon.
- b. Five hundred dollars (\$500) incentive award after seven (7) year teaching at Marathon.
- c. Five hundred dollars (\$500) incentive award after eleven (11) years teaching at Marathon.
- d. Five hundred dollars (\$500) incentive award after fifteen (15) years teaching at Marathon.
- e. Five hundred dollars (\$500) incentive award after twenty (20) years teaching service.
- f. Five hundred dollars (\$500) incentive award after twenty-five (25) years teaching service.
- g. One thousand dollars (\$1,000) incentive award after thirty (30) years teaching service.
- 3.2 Teaching service shall be computed as one (1) year service credit for each year teaching in Marathon and one-half (1/2) year service credit for each year teaching elsewhere.

Section 4 - Graduate/Inservice/Master's Degree

4.1 Graduate and Inservice Credit

Thirty-three dollars (\$33) will be awarded for each hour of approved graduate study or inservice credit beyond the Bachelor's Degree unlimited. This rate shall commence with hours earned after July 1, 1988.

Appendix I - Salary Increases (Continued)

Graduate and in-service hours earned prior to July 1, 1988 shall be compensated as follows:

- July 1, 1986 to June 30, 1988 Twenty Seven dollars and fifty cents (\$27.50)/app. hour
- Prior to July 1, 1986 Twenty dollars (\$20.00)/app. hour

Credits needed for a New York State Provisional Certificate cannot be used in moving a teacher from one (1) salary level to another.

Courses must be pre-approved in writing by the Superintendent in order to qualify for salary credit.

- 4.2 For each Master's Degree earned an award of two hundred dollars (\$200) shall be granted in addition to awards for each graduate hour earned within the Degree. These hours will be compensated in accordance with the schedule in Section 4.1.

Section 5 - Curriculum Writing

- 5.1 Curriculum writing will be reimbursed at the rate of seventy-five dollars (\$75) per day for 1998-1999, one-hundred dollars (\$100) per day for 1999-2000, one-hundred dollars (\$100) per day for 2000-2001, and one-hundred fifteen dollars (\$115) per day for 2001-2006.

Section 6 – Teaching Assistants used as Substitute Teachers

Effective 9/1/01, Teaching Assistants used as substitute teachers shall be compensated at the rate of twenty dollars (\$20) per day in addition to their normal daily rate of pay.

Section 7 – Returning Teacher Assistants

- 7.1 For 2000-2001 each returning full-time equivalent (FTE) Teaching Assistant's salary shall be increased by two and one-half percent (2.5%).
- 7.2 For 2001-2002 each returning full-time equivalent (FTE) Teaching Assistant's salary shall be increased by two and one-half percent (2.5%).
- 7.3 For 2002-2003 each returning full-time equivalent (FTE) Teaching Assistant's salary shall be increased by two and three quarter percent (2.75%).
- 7.4 For 2003-2004 each returning full-time equivalent (FTE) Teaching Assistant's salary shall be increased by two and three quarter percent (2.75 %).
- 7.5 For 2004-2005 each returning full-time equivalent (FTE) Teaching Assistant's salary shall be increased by three and three quarter percent (3.75%).

Appendix I - Salary Increases (Continued)

- 7.6 For 2005-2006 each returning full-time equivalent (FTE) Teaching Assistant's salary shall be increased by three and three quarter percent (3.75%).

Section 8. Incentive Awards – Teaching Assistants

Effective September 1, 2000, the following incentives shall apply:

- 8.1 One-hundred twenty five dollars (\$125) incentive award after three (3) years of service as a teaching assistant.
- 8.2 One-hundred twenty five dollars (\$125) incentive award after seven (7) years of service as a teaching assistant.
- 8.3 One-hundred twenty five dollars (\$125) incentive award after eleven (11) years of service as a teaching assistant.
- 8.4 One-hundred twenty five dollars (\$125) incentive award after fifteen (15) years of services as a teaching assistant.
- 8.5 One-hundred twenty five dollars (\$125) incentive award after twenty (20) years of services as a teaching assistant.
- 8.6 One-hundred twenty five dollars (\$125) incentive award after twenty five (25) years of service as a teaching assistant.
- 8.7 One-hundred twenty five dollars (\$125) incentive award after thirty (30) years of services as a teaching assistant.
- 8.8 Years of service as a Teaching Assistant shall be defined as district service, prorated accordingly, e.g. a bus driver working three (3) hours a day for five (5) years equals two and one-half (2 ½) years. Teacher aide years of service shall be calculated on a year to year basis and prorated accordingly.

APPENDIX II -EXTRA-CURRICULAR PAY

Section 1 -Base Salary

- 1.1 The base extra-curricular salary for each area will be increased two percent (2%) in 1998- 1999, two percent (2%) in 1999-2000, two percent (2%) in 2000-2001, two percent (2%) in 2001-2002, two percent (2%) in 2002-2003 and two percent (2%) in 2003-2004, two percent (2%) in 2004-2005, and two percent (2%) in 2005-2006.

Section 2 -All Returning Advisors and Coaches

- 2.1 The salary for all returning coaches and advisors will be increased three percent (3%) in 1998-1999, three percent (3%) in 1999-2000, three and one-half percent (3.5%) in 2000-2001, three and one-half percent (3.5%) in 2001-2002, four percent (4%) in 2002-2003, four percent (4%) in 2003-2004, three and three quarter percent (3.75%) in 2004-2005, and three quarter percent (3.75%) in 2005-2006.

Section 3 – Longevity Adjustment

- 3.1 The District agrees to include a separate "lump sum" in each of the eight (8) years of the Agreement for the purpose of providing a longevity adjustment for returning coaches and advisors. The amount of the "lump sum" will be four thousand dollars (\$4,000) in 1998-1999, four thousand dollars (\$4,000) in 1999-2000, four thousand dollars (\$4,000) in 2000-2001, four thousand dollars (\$4,000) in 2001-2002, four thousand dollars (\$4,000) in 2002-2003, four thousand dollars (\$4,000) in 2003-2004, four thousand dollars (\$4,000) in 2004-2005, and four thousand dollars (\$4,000) in 2005-2006. The formula guiding the distribution of the "lump sum" follows in 3.2 below.
- 3.2 For each year of this Agreement the total number of years of previous experience for returning coaches and advisors will be divided into the "lump sum" i.e. \$4,000. The monetary figure obtained will then be multiplied by the years of experience for each returning coach and advisor generating a longevity dollar amount to be added to each qualifying individual' s new extra-curricular salary .
- 3.3 For 2000-2001 and subsequent years service must be continuous in the assigned area to qualify for a longevity with the exception of a District approved leave of absence. Changing levels within an appointed assignment is considered continuous service in the following appointments only: Class Advisors, Drama Advisors, Baseball/Softball, Basketball (Boys/Girls), Track/Indoor Track. Changing, however, from one appointed assignment to another such as from Class Advisor to Drama Advisor or from Field Hockey to Track would not be considered continuous service.
- 3.4 Individuals who change levels within an appointed assignment will be able to carry the accumulated longevity dollar amount to their salary at the new level.

Section 4 - Chaperoning by Advisors

- 4.1 For the term of this Agreement, it is expressly understood that anyone receiving remuneration under this schedule is not eligible to receive chaperoning payments for activities related to extra-curricular supervision in the area for which he/she is paid.

Appendix II -Extra-Curricular Pay (Continued)

Section 5 –Extra - Curricular Positions

5.1 Extra-curricular positions are attached to this document.

**MARATHON CENTRAL SCHOOL DISTRICT
EXTRA-CURRICULAR BASE SALARIES 1998-2006**

Activity	Level	1998-99	1999-00	2000-01	2001-02	2002-03	2003-04	2004-05	2005-06
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INTERSCHOLASTIC ATHLETICS

Basketball, Boys	V	2,297	2,343	2,390	2,438	2,487	2,536	2,587	2,639
Basketball, Girls	V	2,297	2,343	2,390	2,438	2,487	2,536	2,587	2,639
Golf	V	1,446	1,475	1,505	1,535	1,566	1,597	1,629	1,662
Indoor Track	V	1,142	1,165	1,189	1,212	1,236	1,261	1,286	1,312
Bowling	V	918	936	955	974	993	1,013	1,033	1,054
Track	V	1,850	1,887	1,925	1,964	2,003	2,043	2,084	2,126
Soccer	V	1,850	1,887	1,925	1,964	2,003	2,043	2,084	2,126
Baseball	V	1,850	1,887	1,925	1,964	2,003	2,043	2,084	2,126
Field Hockey	V	1,850	1,887	1,925	1,964	2,003	2,043	2,084	2,126
Softball	V	1,850	1,887	1,925	1,964	2,003	2,043	2,084	2,126
Cross Country	V	1,850	1,887	1,925	1,964	2,003	2,043	2,084	2,126

Basketball, Boys	JV	1,547	1,578	1,610	1,642	1,675	1,708	1,742	1,777
Basketball, Girls	JV	1,547	1,578	1,610	1,642	1,675	1,708	1,742	1,777
Soccer	JV	1,279	1,305	1,331	1,357	1,384	1,412	1,440	1,469
Baseball	JV	1,279	1,305	1,331	1,357	1,384	1,412	1,440	1,469
Softball	JV	1,279	1,305	1,331	1,357	1,384	1,412	1,440	1,469
Field Hockey	JV	1,279	1,305	1,331	1,357	1,384	1,412	1,440	1,469
Track Assistant	JV	1,279	1,305	1,331	1,357	1,384	1,412	1,440	1,469

Soccer	JH	1,012	1,032	1,053	1,074	1,095	1,117	1,139	1,162
Cross Country	JH	1,012	1,032	1,053	1,074	1,095	1,117	1,139	1,162
Basketball, Boys	JH	1,012	1,032	1,053	1,074	1,095	1,117	1,139	1,162
Wrestling, Modified	JH		1,032	1,053	1,074	1,095	1,117	1,139	1,162
Baseball	JH	1,012	1,032	1,053	1,074	1,095	1,117	1,139	1,162
Track	JH	1,012	1,032	1,053	1,074	1,095	1,117	1,139	1,162
Basketball, Girls	JH	1,012	1,032	1,053	1,074	1,095	1,117	1,139	1,162
Basketball, Girls	JH	1,012	1,032	1,053	1,074	1,095	1,117	1,139	1,162
Softball	JH	1,012	1,032	1,053	1,074	1,095	1,117	1,139	1,162
Field Hockey	JH	1,012	1,032	1,053	1,074	1,095	1,117	1,139	1,162

Appendix II -Extra-Curricular Pay (Continued)

**MARATHON CENTRAL SCHOOL DISTRICT
EXTRA-CURRICULAR BASE SALARIES 1998-2006**

Activity	1998-99	1999-00	2000-01	2001-02	2002-03	2003-04	2004-05	2005-06
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CO-CURRICULAR ACTIVITIES

Senior Advisor	1,230	1,255	1,280	1,305	1,331	1,358	1,385	1,413
Senior Advisor	1,230	1,255	1,280	1,305	1,331	1,358	1,385	1,413
Junior Advisor	868	885	903	921	939	958	977	997
Junior Advisor	868	885	903	921	939	958	977	997
Sophomore Advisor	579	591	603	615	627	640	653	666
Sophomore Advisor	579	591	603	615	627	640	653	666
Freshman Advisor	579	591	603	615	627	640	653	666
Freshman Advisor	579	591	603	615	627	640	653	666

Club Activities listed below that are shared will split the payment equally among the advisors.

Art & Foreign Language		441	450	459	468	477	489	497
Cheerleading, Winter	1,121	1,143	1,166	1,190	1,214	1,238	1,263	1,288
Dance Team		441	450	459	468	478	488	498
Dramatics	2,312	2,359	2,406	2,454	2,503	2,553	2,604	2,656
Dramatics, Assistant	709	723	738	752	767	782	798	814
Dramatics, Elem.		441	450	459	468	478	488	498
Dramatics, Jr. High	650	663	676	690	704	718	732	747
FBLA	432	441	450	459	468	478	488	498
Gaming Club		441	450	459	468	478	488	498
Honor Society	432	441	450	459	468	478	488	498
Karate/Self Defense		441	450	459	468	478	488	498
Newspaper	1,157	1,180	1,203	1,227	1,252	1,277	1,303	1,329
Odyssey of the Mind		441	450	459	468	478	488	498
SADD	432	441	450	459	468	478	488	498
Safety	868	885	903	921	939	958	977	997
Sportman's Club		441	450	459	468	478	488	498
Student Council, Elem.	432	441	450	459	468	478	488	498
Student Council, HS	432	441	450	459	468	478	488	498
Yearbook	1,735	1,770	1,805	1,841	1,878	1,915	1,953	1,992
Young Astronauts		441	450	459	468	478	488	498
YFA		441	450	459	468	478	488	498

**Letter of Understanding between the Marathon Central School District and the
Marathon Teachers Association**

1. The Annual Professional Performance Review (APPR) Plan will operate in an environment that is supportive, respectful and collaborative. Recognizing that the purpose of a staff member's action plan is individual professional growth and performance, it is imperative that the elements of each action plan are generated by the staff member and facilitated by the supervisor, and are directed toward individual professional goals within the required criteria. The obligation for mutual agreement between the supervisor and staff member for the individual action plan applies. Efforts will be considered to accommodate staff members while meeting these requirements.
2. Up to the midpoint of the calendar year of the action plan, staff members may choose to modify portions of their plan. The modifications will be appropriate to their individual professional development goals. The obligation for mutual agreement still applies.
3. During the 2001-2002 school year, a staff member will have the option of choosing to substitute another plan for his/her current APPR plan. The staff member will still be limited to the assigned cycle and the obligation for mutual agreement applies.
4. At the end of the 2002-2003 school year only, the staff member may choose which of the two action plans from previous years may be filed and which may be discarded. All subsequent action plans will be kept on file.
5. During the life of the district APPR plan, should a staff member and his/her supervisor be unable to resolve any differences, that staff member, along with a representative of his/her choosing, may meet with the superintendent of schools to voice his/her concerns. The superintendent will make a final determination regarding the issues and his/her decision will be final.
6. A compilation of approved APPR plans for all staff from Kindergarten through 12th grade shall be placed in a binder in all four administrative office in both buildings. This binder, with written permission of the staff members, will be made available, upon request, as a resource for plan writing. The plans will be used as a reference for administrators and teachers alike to provide working models and to insure consistency during the implementation process.
7. Paragraphs 2-6 are subject to the grievance procedure as Class "A" grievances.

